



ROBERT B. TAYLOR
Chief Probation Officer

COUNTY OF LOS ANGELES PROBATION DEPARTMENT



March 31, 2009

The Honorable Board of Supervisors
County of Los Angeles
383 Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF CONTRACTS WITH APPLEONE EMPLOYMENT SERVICES, MAXIM
STAFFING SOLUTIONS, AND SELECT STAFFING TO PROVIDE DEPARTMENT-
WIDE TEMPORARY CLERICAL SERVICES FOR THE PROBATION DEPARTMENT
(3 VOTES, ALL SUPERVISORIAL DISTRICTS)**

SUBJECT

The Probation Department seeks authority to enter into contracts with three (3) agencies to provide temporary clerical services on a department wide basis. The contracts will be for a one (1) year term with an option to renew for four (4) additional one year periods.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the Chief Probation Officer to prepare and execute contracts with AppleOne Employment Services (AppleOne), Maxim Staffing Solutions (Maxim) and Select Staffing, to provide temporary clerical services for the Probation Department at an estimated annual cost of \$250,000 (\$83,000 per agency), for the period of April 12, 2009 through April 11, 2010, by delegating authority to the Chief Probation Officer to negotiate, finalize and execute the three (3) contracts substantially similar to the attached standardized agreement (Attachment 1), after final approval by County Counsel as to form.
2. Delegate authority to the Chief Probation Officer to prepare and execute modifications to the recommended contracts for any decrease or increase not to

exceed 25% of the contract amount and/or 180 days to the period of performance pursuant to the terms contained in the contracts, upon approval as to form by County Counsel. The Chief Probation Officer will notify the Chief Executive Office in writing within 10 business days after execution.

3. Delegate authority to the Chief Probation Officer to execute contract modifications to extend the term of each contract for up to four (4) additional 12-month periods for an estimated annual cost of \$250,000 (\$83,000 per agency) upon approval as to form by County Counsel.

PURPOSE/ JUSTIFICATION OF RECOMMENDED ACTIONS:

The purpose of the recommended actions is to obtain Board approval of a standardized agreement (Attachment 1) for temporary clerical services for short-term, intermittent assignments (up to a maximum of ninety [90] business days or 720 hours) on a department-wide basis to the Probation Department.

Probation has utilized contracted temporary clerical services since October 14, 1986. The current contract is scheduled to expire on April 11, 2009. Approval of the proposed contracts will enable the Department to continue receiving temporary skilled typist, transcriber typist and word processor services for short-term, intermittent assignments (up to a maximum of ninety [90] business days or 720 hours), while continuing to recruit permanent County positions.

These contracts will commence April 12, 2009, following approval by your Board. The term of these contracts shall be for an initial twelve (12) month period, with an option to renew for four (4) additional twelve (12) month periods.

Implementation of Strategic Plan Goals

The recommended Board actions are consistent with the Countywide Strategic Plan Workforce Excellence Goal #2 and Organizational Effectiveness Goal #3. Implementation of the recommendations will enable the reduction for the need for paid overtime to perform clerical and transcribing functions necessary to meet critical departmental deadlines.

FINANCIAL IMPACT/ FINANCING:

The total cost for the three contracts is estimated at \$250,000. Adequate funds are provided in the FY 2008/2009 Budget for the Probation Department to finance the contract payments and will be included in succeeding fiscal year budgets. The contracts include provisions for Non-Appropriation of Funds and Budget Reductions.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

Since October 14, 1986, Probation has contracted temporary clerical and transcriber typist services, pursuant to California Government Code Section 31000. Probation has a need to continue utilizing these services due to attrition (resignations, retirements, or long-term illnesses) of County employees and periods of peak workload demands until permanent County employees can be recruited to fill vacant clerical positions.

Approval of the proposed contracts will not replace County employees, but will reduce the need for paid overtime to perform clerical and transcribing functions necessary to meet critical departmental deadlines. Probation consistently works to reduce the number of temporary employees by filling the vacant positions with permanent County employees.

These are Non-Prop A contracts. Consequently, there are no departmental employee relations issues and the contracts will not result in a reduction of County services.

The Department has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to the recommended contracts.

The standardized contract contains all of the most recent required provisions including, but not limited to, non-responsibility and debarment, child support compliance, GAIN/GROW, Safely Surrendered Baby Law, and the provisions of paid jury service time for their employees.

In accordance with the Chief Administrative Office memorandum dated July 19, 2002, the proposed contractors have been instructed to register on WebVen.

Probation will not request the contractors to perform services that exceed the Board approved contracts amount, scope of work, and/or contract term.

County Counsel has approved the proposed form contract as to form.

CONTRACTING PROCESS:

To solicit for these services, a competitive Request for Proposals (RFP) process was utilized. During the solicitation process, approximately 83 letters were sent to service providers. Advertisements were run in the Los Angeles Times, Eastern Group Publications and the Los Angeles Sentinel. The solicitation information was also made available through the Internet on the County of Los Angeles Internal Services Department and Probation Department websites. As a result, eight potential providers requested copies of the RFP, 13 potential providers attended the mandatory bidder's conference, and eight proposals were received.

An evaluation committee was formed to evaluate proposals submitted in response to the RFP. The evaluation committee, consisting of Probation staff, evaluated a total of eight proposals received by October 23, 2008 as a result of the RFP issued on August 15, 2008. The proposals were evaluated using an initial screening "pass/fail" process which was consistent with the Selection Process and Evaluation Criteria set forth in the RFP.

Eight proposals passed the initial screening, and proceeded to the final evaluation process. The proposals submitted by AppleOne, BBT & T, Good People Employment Services, Helpmates Staffing Services, Ladera Career Paths, Maxim, Partners in Diversity, and Select Staffing passed the initial screening. They were rated and scored by the evaluation committee using a point system that covered: 1) proposer's qualifications, 2) approach to providing required services, 3) quality control plan, and 4) cost proposal. The proposals from AppleOne, Maxim and Select staffing received the highest overall scores, and were rated the most responsive to Probation needs by the Evaluation Committee. All three firms made a firm commitment to comply with all RFP requirements.

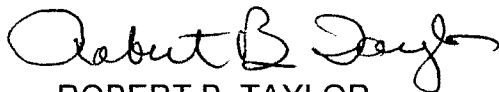
IMPACT ON CURRENT SERVICES (OR PROJECTS):

Approval of the recommended actions will enable the Probation Department to meet critical Departmental deadlines while continuing to recruit for permanent County personnel.

CONCLUSION

Upon approval, it is requested that the Executive Officer/Clerk of the Board send a copy of the adopted Board Letter to: Probation Department, Attention: Tasha Howard, Director, Contracts and Grants Management Division, 9150 E. Imperial Hwy. Rm. B83, Downey, CA 90242

Respectfully submitted,



ROBERT B. TAYLOR
Chief Probation Officer

RBT:TH:CK:zc

Attachment
c: County Counsel



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES PROBATION DEPARTMENT

AND

TO PROVIDE TEMPORARY CLERICAL SERVICES

April 12, 2009 – April 11, 2010

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**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
CONTRACTOR
TO PROVIDE TEMPORARY
CLERICAL SERVICES**

This Contract and Exhibits made and entered into this ____ day of _____, 2009 by and between the COUNTY of Los Angeles, hereinafter referred to as COUNTY and _____, hereinafter referred to as CONTRACTOR. _____ is located at _____.

RECITALS

WHEREAS, the Los Angeles COUNTY Probation Department has a need for qualified skilled typists, transcriber typists and word processors on a temporary basis, for short-term, intermittent assignments (up to a maximum of ninety [90] days); and

WHEREAS, COUNTY is authorized under California Government Code Section 31000 to obtain temporary help to assist COUNTY agencies, departments, or offices during any peak load, temporary absence, or emergency other than a labor dispute; and

WHEREAS, CONTRACTOR is duly qualified to engage in the business of providing the required services as set forth hereunder and warrants that it possesses the competence, expertise and personnel necessary to provide such services; and

WHEREAS, CONTRACTOR has submitted a proposal to the COUNTY for provision of such services and based upon competitive negotiation, CONTRACTOR has been selected for recommendation by the Chief Probation Officer for award of such contract.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable considerations, the parties hereto agree as follows:

INTRODUCTION

This document is a contract to provide temporary clerical services for the Los Angeles COUNTY Probation Department at any of its work locations.

The CONTRACTOR(s) is expected to provide the most efficient and economical service by providing qualified skilled typists, transcriber typists and word processors on a temporary basis, who will be available for short-term, interim assignments (up to a maximum of ninety [90] days). The CONTRACTOR is a company whose major function is to provide reliable staffing services, and demonstrates and accepts the responsibility to ensure operations run smoothly. These services include, but are not limited to, typing, filing, operating a computer, meeting and handling the public, and answering telephones.

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I, J, K, L and M are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

- 1.1 EXHIBIT A - Statement of Work
- 1.2 EXHIBIT B - Pricing Schedule
- 1.3 EXHIBIT C - CONTRACTOR'S Proposed Schedule
- 1.4 EXHIBIT D - CONTRACTOR'S EEO Certification
- 1.5 EXHIBIT E - COUNTY'S Administration
- 1.6 EXHIBIT F - CONTRACTOR'S Administration
- 1.7 EXHIBIT G - Forms Required at the Time of Contract Execution
- 1.8 EXHIBIT H - Jury Service Ordinance
- 1.9 EXHIBIT I - Safely Surrendered Baby Law

Health Insurance Portability & Accountability Act (HIPAA) Agreement

- 1.10 EXHIBIT J - CONTRACTOR'S Obligations as a "Business Associate" Under the Health Insurance Portability & Accountability Act of 1996 (HIPAA)
- 1.11 EXHIBIT K Performance Requirements Summary
- 1.12 EXHIBIT L Contract Discrepancy Report

1.13 EXHIBIT M Contractor's Obligations as a "Business Associate" Under the Health Insurance Portability & Accountability Act of 1996 (HIPAA)

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to sub-paragraph 8.1 - Amendments and signed by both parties.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 Contract:** Agreement executed between COUNTY and CONTRACTOR. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.
- 2.2 CONTRACTOR:** The sole proprietor, partnership, or corporation that has entered into a contract with the COUNTY to perform or execute the work covered by the Statement of Work.
- 2.3 CONTRACTOR Project Director:** The individual designated by the CONTRACTOR to administer the Contract operations after the Contract award.
- 2.4 COUNTY Contract Monitor:** Person with responsibility to oversee the day to day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the CONTRACTOR.
- 2.5 COUNTY Contract Manager:** Person designated by COUNTY with authority for COUNTY on contractual or administrative matters relating to this Contract that cannot be resolved by the COUNTY'S Project Manager.
- 2.6 COUNTY Program Manager:** Person designated by COUNTY'S Project Director to manage the operations under this Contract.
- 2.7 Day(s):** Calendar day(s) unless otherwise specified.

- 2.8 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

3.0 WORK

- 3.1 Pursuant to the provisions of this Contract, the CONTRACTOR shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in the *Statement of Work, Exhibit A*.
- 3.2 If the CONTRACTOR provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the CONTRACTOR, and the CONTRACTOR shall have no claim whatsoever against the COUNTY.

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract shall commence on April 12, 2009. Contingent upon available funding, it may be extended by the Chief Probation Officer upon mutual agreement for four (4) additional twelve (12) month periods.
- 4.2 Contingent upon available funding, the term of the contract may also be extended beyond the stated expiration date on a month-to-month basis, for a period of time not to exceed six (6) months, upon the written request of the Chief Probation Officer and the written concurrence of CONTRACTOR. All terms of the contract in effect at the time of extending the term shall remain in effect for the duration of the extension.
- 4.3 CONTRACTOR shall notify the Probation Department when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, CONTRACTOR shall send written notification to the Probation Department.

5.0 CONTRACT SUM

- 5.1 The contract sum under the terms of this contract shall be the total monetary amount payable by COUNTY to the CONTRACTOR for supplying all services specified under this contract. The total sum shall not exceed \$83,000. The COUNTY Guarantees no minimum usage. Notwithstanding said limitation of funds, CONTRACTOR agrees to satisfactorily perform and complete all work specified herein.

5.2 The CONTRACTOR shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the CONTRACTOR'S duties, responsibilities, or obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the COUNTY'S express prior written approval.

5.3 The CONTRACTOR shall maintain a system of record keeping that will allow the CONTRACTOR to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the CONTRACTOR shall send written notification to the Probation Department at the address herein provided.

5.4 No Payment for Services Provided Following Expiration/Termination of Contract

The CONTRACTOR shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the CONTRACTOR after the expiration or other termination of this Contract. Should the CONTRACTOR receive any such payment it shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this Contract shall not constitute a waiver of COUNTY'S right to recover such payment from the CONTRACTOR. This provision shall survive the expiration or other termination of this Contract.

5.5 Invoices and Payments

5.5.1 The CONTRACTOR shall invoice the COUNTY only for providing the tasks, deliverables, goods, services, and other work specified in *Exhibit A - Statement of Work* and elsewhere hereunder. The CONTRACTOR shall prepare invoices, which shall include the charges owed to the CONTRACTOR by the COUNTY under the terms of this Contract. The CONTRACTOR'S payments shall be as provided in *Exhibit B - Pricing Schedule*, and the CONTRACTOR shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the COUNTY. If the COUNTY does not approve

work in writing no payment shall be due to the CONTRACTOR for that work.

5.5.2 The CONTRACTOR'S invoices shall be priced in accordance with *Exhibit B - Pricing Schedule*.

5.5.3 The CONTRACTOR'S invoices shall contain the information set forth in *Exhibit A - Statement of Work* describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

5.5.4 The CONTRACTOR shall submit the monthly invoices to the COUNTY by the 10th calendar day of the month following the month of service.

5.5.5 All invoices under this Contract shall be submitted in two (2) copies to the following address:

Budget & Fiscal Services
County of Los Angeles Probation Department
9150 East Imperial Highway
Downey, CA 90242

5.5.6 **COUNTY Approval of Invoices.** All invoices submitted by the CONTRACTOR for payment must have the written approval of the COUNTY'S Program Manager prior to any payment thereof. In no event shall the COUNTY be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.5.7 **Local Small Business Enterprises – Prompt Payment Program**

Certified Local SBEs will receive prompt payment for services they provide to COUNTY departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

COUNTY ADMINISTRATION

A listing of all COUNTY Administration referenced in the following subparagraphs are designated in *Exhibit E - COUNTY'S Administration*. The

COUNTY shall notify the CONTRACTOR in writing of any change in the names or addresses shown.

6.1 COUNTY'S Contract Manager

Responsibilities of the COUNTY'S Contract Manager include:

- ensuring that the objectives of this Contract are met; and
- making changes in the terms and conditions of this Contract in accordance with Sub-paragraph 8.1. – Amendments; and
- providing direction to the CONTRACTOR in the areas relating to COUNTY policy, information requirements, and procedural requirements.

6.2 COUNTY'S Program Manager

The responsibilities of the COUNTY'S Program Manager include:

- meeting with the CONTRACTOR'S Project Director on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the CONTRACTOR.

The COUNTY'S Program Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate COUNTY in any respect whatsoever.

6.3 COUNTY'S Contract Monitor

The COUNTY'S Contract Monitor is responsible for the monitoring of the contract and the CONTRACTOR, also for providing reports to COUNTY'S Contract Manager and COUNTY Program Manager.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 CONTRACTOR'S Project Director

- 7.1.1 The CONTRACTOR'S Project Director is designated in *Exhibit F - CONTRACTOR'S Administration*. The CONTRACTOR shall notify the COUNTY in writing of any change in the name or address of the CONTRACTOR'S Project Director.

- 7.1.2 The CONTRACTOR shall provide its own full time officer or employee as Project Director. The Project Director or an approved alternate shall be assigned locally and available for telephone contact twenty-four (24) hours a day. The Project Director shall also be available during normal weekday work hours, 8:00 a.m. to 5:00 p.m., excluding all holidays, to meet with COUNTY personnel designated by the COUNTY to discuss problem areas. The Project Director shall provide overall management and coordination of the contract services on the CONTRACTOR'S behalf, and shall act as the central point of contact with Probation.
- 7.1.3 The CONTRACTOR'S Project Director shall be responsible for the CONTRACTOR'S day-to-day activities as related to this Contract and shall coordinate with COUNTY'S Program Manager and COUNTY'S Contract Monitor on a regular basis.
- 7.1.4 The CONTRACTOR'S Project Director shall have full authority to act for the CONTRACTOR on all contract matters relating to the daily operation of this contract.
- 7.1.5 The CONTRACTOR'S Project Director must have at least three (3) years of demonstrated experience within the last five (5) years in providing temporary clerical services.
- 7.1.6 When contract work is being performed at times other than described above, or when the CONTRACTOR'S Project Director cannot be present, and with prior approval of the COUNTY Program Manager, an equally qualified individual shall be designated to act for the CONTRACTOR'S Project Director.
- 7.1.7 The CONTRACTOR'S Project Director and alternate must be able to read, write, speak and understand English.
- 7.1.8 COUNTY shall have the right to review the qualifications and approve the CONTRACTOR'S Project Director and any replacement recommended by CONTRACTOR.

7.2 Approval of CONTRACTOR'S Staff

- 7.2.1 The CONTRACTOR shall be responsible for providing qualified staff to fulfill the contracted services.

- 7.2.2 COUNTY has the absolute right to approve or disapprove all of the CONTRACTOR'S staff performing work hereunder and any proposed changes in the CONTRACTOR'S staff, including, but not limited to, the CONTRACTOR'S Project Director. The CONTRACTOR shall be responsible for removing and replacing any employee within twenty-four (24) hours when requested to do so by the COUNTY Program Manager.
- 7.2.3 All personnel must be able to read, write, spell, speak and understand English, and possess good grammatical skills. In some assignments, personnel who can speak, read, write and understand Spanish will also be required.
- 7.2.4 The CONTRACTOR shall insure that by first day of employment, all persons with access to adult and/or juvenile records and arrest information have signed an acknowledgement that meets the standards of the Probation Department for COUNTY employees having access to confidential criminal offender record information (CORI). CONTRACTOR shall retain original CORI form and forward a copy to the COUNTY Program Manager within five (5) business days of start of employment. (*Refer to Exhibit J.*)
- 7.2.5 The CONTRACTOR shall give advance notice to COUNTY'S Program Manager, in writing within ten (10) business days, of any change in CONTRACTOR personnel assigned to perform any work on this contract.
- 7.2.6 The CONTRACTOR(s) shall not employ any person 20 years of age or younger for positions within the confines of a juvenile facility.
- 7.2.7 Personnel provided by CONTRACTOR shall present a neat appearance and be properly attired.

7.3 CONTRACTOR'S Security Requirements

- 7.3.1 Employee security identification badges, including photograph and physical description of subject employee, will be required at CONTRACTOR'S expense.
- 7.3.2 CONTRACTOR'S employees are subject to reasonable dress codes when assigned to COUNTY facilities; must conduct themselves in a reasonable manner at all times and must not

cause any disturbance; and are otherwise subject to all rules and regulations of the facility.

- 7.3.3 The CONTRACTOR shall immediately report to the clerical supervisor of the facility any incidents and/or loss of equipment and supplies.

7.4 Background and Security Investigations

CONTRACTOR shall be responsible for the ongoing implementation and monitoring of sub-sections 7.4.1 through 7.4.5. On at least a quarterly basis, CONTRACTOR shall report, in writing, monitoring results to COUNTY, indicating compliance or problem areas. Elements of monitoring report shall receive prior written approval from COUNTY.

- 7.4.1 No personnel employed by the CONTRACTOR for this program having access to probation information or records shall have a criminal conviction record or pending criminal trial unless such information has been fully disclosed and employment of the employee for this program is approved (in writing) by the Probation Department.

- 7.4.2 The COUNTY reserves the right to conduct a background investigation of CONTRACTOR'S prospective employees prior to employment and further reserves the right to conduct a background investigation of CONTRACTOR'S employees at any time and to bar such employees from working on the contract under appropriate circumstances.

- 7.4.3 The COUNTY reserves the right to preclude the CONTRACTOR from employment or continued employment of any individual for this contract service.

- 7.4.4 CONTRACTOR and employees of the CONTRACTOR shall be under a continuing obligation to disclose any prior or subsequent criminal conviction record or any pending criminal trial to the Probation Department.

- 7.4.5 The CONTRACTOR shall submit the names of employees to the Program Manager prior to the employee starting work on this contract. The COUNTY will schedule appointments to conduct background investigation/record checks based on fingerprints of CONTRACTOR'S employees, and further reserves the right to conduct a background investigation of CONTRACTOR'S employees at any time. **The**

CONTRACTOR'S employees shall not begin work on this contract before receiving clearance from COUNTY.

- 7.4.6 Because COUNTY is charged by the State for checking the criminal records of CONTRACTOR'S employee, COUNTY will bill CONTRACTOR to recover expense. The current amount is \$32.00 per record check, which is subject to change by the State.

7.5 Confidentiality

The CONTRACTOR(S) shall be responsible for safeguarding all Probation information provided for use by the CONTRACTOR(S).

- 7.5.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

- 7.5.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.5, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

7.5.3 The CONTRACTOR shall inform all of its officers, employees, agents and SUBCONTRACTORS providing services hereunder of the confidentiality provisions of this contract. The CONTRACTOR shall cause each employee performing services covered by this contract to sign and adhere to the "CONTRACTOR Employee Acknowledgment, and Confidentiality Agreement", Exhibit G1. The CONTRACTOR shall cause each non-employee performing services covered by this contract to sign and adhere to the "CONTRACTOR Non-Employee Acknowledgment and Confidentiality, Agreement," Exhibit G2.

7.5.4 Confidentiality of Juvenile Records

By State law (California Welfare and Institutions Code 827 and 828 and Penal Code 1203.05, 1203.10 and 11140 through 11144), all juvenile records and Probation case information which is in the CONTRACTOR'S care and possession is confidential and no information relating to any adult or minor is to be in any way relayed to anyone except those authorized employees of the Los Angeles COUNTY Probation Department and law enforcement agencies.

7.5.4.1 Employees of CONTRACTOR(S) shall be given copies of all cited code sections, and a form to sign regarding confidentiality of the information in adult and juvenile records. CONTRACTOR shall retain original CORI form and forward copy to Contract Manager within five (5) business days. (Refer to Exhibit J, "Confidentiality of CORI Information").

Violations: CONTRACTOR agrees to inform all of its employees, agents, SUBCONTRACTORS, and partners of the above provision and that any person knowingly and intentionally violating the provisions of said State law is guilty of a misdemeanor.

7.6 **NEPOTISM**

CONTRACTOR shall not hire nor permit the hiring of any person in a position funded under this contract if a member of the person's immediate family is employed in an administrative capacity by the CONTRACTOR.

For the purposes of this section, the term “immediate family” means spouse, child, mother, father, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, step-parent, and step-child.

The term “administrative capacity” means persons who have overall administrative responsibility for a program including selection, hiring, or supervisory responsibilities.

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

The COUNTY reserves the right to change any portion of the work required under this contract, or amend such other items and conditions which may become necessary. Any such revisions shall be accomplished in the following manner:

- 8.1.1 For any change which does not materially affect the scope of work, period of performance, payments, or any other term or condition included under this contract, a Change Notice shall be prepared and signed by COUNTY'S Chief Probation Officer or his designee and CONTRACTOR'S Project Director.
- 8.1.2 For any revision which materially affects the scope of work, period of performance, payments, or any term and condition included under this Contract, a negotiated modification to this contract shall be executed by the Los Angeles COUNTY Board of Supervisors and CONTRACTOR.
- 8.1.3 As used herein, the term “materially” is defined as being a change of more than ten percent (10%) of the contract price contingent upon available funding, a change of more than one hundred eighty (180) days to any period of performance or a change in the work required which in the sole discretion of the COUNTY'S Chief Probation Officer warrants execution by the Board of Supervisors.
- 8.1.4 The COUNTY's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The COUNTY reserves the right to add and/or change such provisions as required by the COUNTY's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract

shall be prepared and executed by the CONTRACTOR and by the Chief Probation Officer or his designee.

8.2 ASSIGNMENT AND DELEGATION

- 8.2.1 The CONTRACTOR shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of COUNTY, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, COUNTY consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the COUNTY to any approved delegate or assignee on any claim under this Contract shall be deductible, at COUNTY'S sole discretion, against the claims, which the CONTRACTOR may have against the COUNTY.
- 8.2.2 Shareholders, partners, members, or other equity holders of CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of CONTRACTOR to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of COUNTY in accordance with applicable provisions of this Contract.
- 8.2.3 Any assumption, assignment, delegation, or takeover of any of the CONTRACTOR'S duties, responsibilities, obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without COUNTY'S express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR.

8.3 AUTHORIZATION WARRANTY

The CONTRACTOR represents and warrants that the person executing this Contract for the CONTRACTOR is an authorized agent who has actual authority to bind the CONTRACTOR to each and every term, condition, and obligation of this Contract and that all requirements of the CONTRACTOR have been fulfilled to provide such actual authority.

8.4 BUDGET REDUCTIONS

In the event that the COUNTY'S Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in the salaries and benefits paid to the majority of COUNTY employees and imposes similar reductions with respect to COUNTY Contracts, the COUNTY reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the CONTRACTOR under this Contract shall also be reduced correspondingly. The COUNTY'S notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the CONTRACTOR shall continue to provide all of the services set forth in this Contract.

8.5 COMPLAINTS

The CONTRACTOR shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

- 8.5.1 Within fifteen (15) business days after Contract effective date, the CONTRACTOR shall provide the COUNTY with the CONTRACTOR'S policy for receiving, investigating and responding to user complaints.
- 8.5.2 The COUNTY will review the CONTRACTOR'S policy and provide the CONTRACTOR with approval of said plan or with requested changes.
- 8.5.3 If the COUNTY requests changes in the CONTRACTOR'S policy, the CONTRACTOR shall make such changes and resubmit the plan within five (5) business days for COUNTY approval.

- 8.5.4 If, at any time, the CONTRACTOR wishes to change the CONTRACTOR'S policy, the CONTRACTOR shall submit proposed changes to the COUNTY for approval before implementation.
- 8.5.5 The CONTRACTOR shall preliminarily investigate all complaints and notify the COUNTY'S Program Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.7 Copies of all written responses shall be sent to the COUNTY'S Program Manager within three (3) business days of mailing to the complainant.

8.6 COMPLIANCE WITH APPLICABLE LAW

- 8.6.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation,

County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

The CONTRACTOR hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The CONTRACTOR shall comply with *Exhibit D - CONTRACTOR'S EEO Certification*.

8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.8.1 Jury Service Program:

This Contract is subject to the provisions of the COUNTY'S ordinance entitled CONTRACTOR Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles COUNTY Code, a copy of which is attached as *Exhibit H* and incorporated by reference into and made a part of this Contract.

8.8.2 Written Employee Jury Service Policy.

1. Unless the CONTRACTOR has demonstrated to the COUNTY'S satisfaction either that the CONTRACTOR is not a "CONTRACTOR" as defined under the Jury Service Program (Section 2.203.020 of the COUNTY Code) or that the CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the COUNTY Code), the CONTRACTOR shall have and adhere to a written policy that provides that its Employees shall receive from the CONTRACTOR, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received

for such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this sub-paragraph, "CONTRACTOR" means a person, partnership, corporation or other entity which has a contract with the COUNTY or a subcontract with a COUNTY CONTRACTOR and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the CONTRACTOR. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the CONTRACTOR uses any SUBCONTRACTOR to perform services for the COUNTY under the Contract, the SUBCONTRACTOR shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If the CONTRACTOR is not required to comply with the Jury Service Program when the Contract commences, the CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the CONTRACTOR shall immediately notify the COUNTY if the CONTRACTOR at any time either comes within the Jury Service Program's definition of "CONTRACTOR" or if the CONTRACTOR no longer qualifies for an exception to the Jury Service Program. In either event, the CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. The COUNTY may also require, at any time during the Contract and at its sole discretion, that the CONTRACTOR demonstrate to the COUNTY'S satisfaction that the CONTRACTOR either continues to

remain outside of the Jury Service Program's definition of "CONTRACTOR" and/or that the CONTRACTOR continues to qualify for an exception to the Program.

4. CONTRACTOR'S violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Contract and/or bar the CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

8.9 CONFLICT OF INTEREST

- 8.9.1 No COUNTY employee whose position with the COUNTY enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the CONTRACTOR or have any other direct or indirect financial interest in this Contract. No officer or employee of the CONTRACTOR who may financially benefit from the performance of work hereunder shall in any way participate in the COUNTY'S approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the COUNTY'S approval or ongoing evaluation of such work.
- 8.9.2 The CONTRACTOR shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The CONTRACTOR warrants that it is not now aware of any facts that create a conflict of interest. If the CONTRACTOR hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the COUNTY. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph shall be a material breach of this Contract.

8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the CONTRACTOR require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the CONTRACTOR shall give **first consideration** for such employment openings to qualified, permanent COUNTY employees who are targeted for layoff or qualified, former COUNTY employees who are on a re-employment list during the life of this Contract.

8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

8.11.1 Should the CONTRACTOR require additional or replacement personnel after the effective date of this Contract, the CONTRACTOR shall give consideration for any such employment openings to participants in the COUNTY'S Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the CONTRACTOR'S minimum qualifications for the open position. For this purpose, consideration shall mean that the CONTRACTOR will interview qualified candidates. The COUNTY will refer GAIN/GROW participants by job category to the CONTRACTOR.

8.11.2 In the event that both laid-off COUNTY employees and GAIN/GROW participants are available for hiring, COUNTY employees shall be given first priority.

8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.12.1 Responsible CONTRACTOR

A responsible CONTRACTOR is a CONTRACTOR who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the COUNTY'S policy to conduct business only with responsible CONTRACTORS.

8.12.2 Chapter 2.202 of the COUNTY Code

The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the COUNTY Code, if the COUNTY acquires information concerning the performance of the

CONTRACTOR on this or other contracts which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the Contract, debar the CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on COUNTY contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the CONTRACTOR may have with the COUNTY.

8.12.3 Non-responsible CONTRACTOR

The COUNTY may debar a CONTRACTOR if the Board of Supervisors finds, in its discretion, that the CONTRACTOR has done any of the following: (1) violated a term of a contract with the COUNTY or a nonprofit corporation created by the COUNTY, (2) committed an act or omission which negatively reflects on the CONTRACTOR'S quality, fitness or capacity to perform a contract with the COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the COUNTY or any other public entity.

8.12.4 CONTRACTOR Hearing Board

1. If there is evidence that the CONTRACTOR may be subject to debarment, the Department will notify the CONTRACTOR in writing of the evidence which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the CONTRACTOR Hearing Board.
2. The CONTRACTOR Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR'S representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the CONTRACTOR Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and, if so, the

appropriate length of time of the debarment. The CONTRACTOR and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the CONTRACTOR Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the CONTRACTOR Hearing Board.
4. If a CONTRACTOR has been debarred for a period longer than five (5) years, that CONTRACTOR may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the CONTRACTOR has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the COUNTY.
5. The CONTRACTOR Hearing Board will consider a request for review of a debarment determination only where (1) the CONTRACTOR has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the CONTRACTOR Hearing Board will provide notice of the hearing on the request. At the hearing, the CONTRACTOR Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be

conducted and the request for review decided by the CONTRACTOR Hearing Board pursuant to the same procedures as for a debarment hearing.

6. The CONTRACTOR Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The CONTRACTOR Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the CONTRACTOR Hearing Board.

8.12.5 SUBCONTRACTORS of CONTRACTOR

These terms shall also apply to SUBCONTRACTORS of COUNTY CONTRACTORS.

8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The CONTRACTOR acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. The CONTRACTOR understands that it is the COUNTY'S policy to encourage all COUNTY CONTRACTORS to voluntarily post the COUNTY'S "Safely Surrendered Baby Law" poster in a prominent position at the CONTRACTOR'S place of business. The CONTRACTOR will also encourage its SUBCONTRACTORS, if any, to post this poster in a prominent position in the SUBCONTRACTOR'S place of business. The COUNTY'S Department of Children and Family Services will supply the CONTRACTOR with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

- 8.14.1 The CONTRACTOR acknowledges that the COUNTY has established a goal of ensuring that all individuals who benefit financially from the COUNTY through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the

economic burden otherwise imposed upon the COUNTY and its taxpayers.

- 8.14.2 As required by the COUNTY'S Child Support Compliance Program (COUNTY Code Chapter 2.200) and without limiting the CONTRACTOR'S duty under this Contract to comply with all applicable provisions of law, the CONTRACTOR warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 COUNTY'S QUALITY ASSURANCE PLAN

The COUNTY or its agent will evaluate the CONTRACTOR'S performance under this Contract on not less than an annual basis. Such evaluation will include assessing the CONTRACTOR'S compliance with all Contract terms and conditions and performance standards. CONTRACTOR deficiencies which the COUNTY determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the COUNTY and the CONTRACTOR. If improvement does not occur consistent with the corrective action measures, the COUNTY may terminate this Contract or impose other penalties as specified in this Contract.

8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

- 8.16.1 The CONTRACTOR shall repair, or cause to be repaired, at its own cost, any and all damage to COUNTY facilities, buildings, or grounds caused by the CONTRACTOR or employees or agents of the CONTRACTOR. Such repairs shall be made immediately after the CONTRACTOR has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 8.16.2 If the CONTRACTOR fails to make timely repairs, COUNTY may make any necessary repairs. All costs incurred by

COUNTY, as determined by COUNTY, for such repairs shall be repaid by the CONTRACTOR by cash payment upon demand.

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

8.17.1 The CONTRACTOR warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The CONTRACTOR shall retain all such documentation for all covered employees for the period prescribed by law.

8.17.2 The CONTRACTOR shall indemnify, defend, and hold harmless, the COUNTY, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the CONTRACTOR or the COUNTY or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 FACSIMILE REPRESENTATIONS

The COUNTY and the CONTRACTOR hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to sub-paragraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.19 FAIR LABOR STANDARDS

The CONTRACTOR shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and

hold harmless the COUNTY and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the CONTRACTOR'S employees for which the COUNTY may be found jointly or solely liable.

8.20 FORCE MAJEURE

8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this *Contract*, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's SUBCONTRACTORS), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a SUBCONTRACTOR of CONTRACTOR shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both CONTRACTOR and such SUBCONTRACTOR, and without any fault or negligence of either of them. In such case, CONTRACTOR shall not be liable for failure to perform, unless the goods or services to be furnished by the SUBCONTRACTOR were obtainable from other sources in sufficient time to permit CONTRACTOR to meet the required performance schedule. As used in this sub-paragraph, the term "SUBCONTRACTOR" and "SUBCONTRACTORS" mean SUBCONTRACTORS at any tier.

8.20.3 In the event CONTRACTOR'S failure to perform arises out of a force majeure event, CONTRACTOR agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The CONTRACTOR agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the COUNTY of Los Angeles.

8.22 INDEPENDENT CONTRACTOR STATUS

8.22.1 This Contract is by and between the COUNTY and the CONTRACTOR and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the COUNTY and the CONTRACTOR. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.22.2 The CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The COUNTY shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the CONTRACTOR.

8.22.3 The CONTRACTOR understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the CONTRACTOR and not employees of the COUNTY. The CONTRACTOR shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the CONTRACTOR pursuant to this Contract.

8.22.4 The CONTRACTOR shall adhere to the provisions stated in sub-paragraph 7.5 - Confidentiality.

8.23 INDEMNIFICATION

The CONTRACTOR shall indemnify, defend and hold harmless the COUNTY, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the CONTRACTOR'S acts and/or omissions arising from and/or relating to this Contract.

8.24 GENERAL INSURANCE REQUIREMENTS

Without limiting the CONTRACTOR'S indemnification of the COUNTY and during the term of this Contract, the CONTRACTOR shall provide and maintain, and shall require all of its SUBCONTRACTORS to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the COUNTY. Such coverage shall be provided and maintained at the CONTRACTOR'S own expense.

8.24.1 Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to the COUNTY shall be delivered to:

Zenola Cochrane, Contract Analyst
Contracts & Grants Management Division
COUNTY of Los Angeles Probation Department
9150 East Imperial Highway, Room B-62
Downey, California 90242

prior to commencing services under this Contract. Such certificates or other evidence shall:

- Specifically identify this Contract;
- Clearly evidence all coverages required in this Contract; Contain the express condition that the COUNTY is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;
- Include copies of the additional insured endorsement to the commercial general liability policy, adding the COUNTY of Los Angeles, its Special Districts, its

officials, officers and employees as insureds for all activities arising from this Contract; and

- Identify any deductibles or self-insured retentions for the COUNTY'S approval. The COUNTY retains the right to require the CONTRACTOR to reduce or eliminate such deductibles or self-insured retentions as they apply to the COUNTY, or, require the CONTRACTOR to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.24.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the COUNTY with an A.M. Best rating of not less than A:VII unless otherwise approved by the COUNTY.

8.24.3 Failure to Maintain Coverage: Failure by the CONTRACTOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the COUNTY, shall constitute a material breach of the Contract upon which the COUNTY may immediately terminate or suspend this Contract. The COUNTY, at its sole option, may obtain damages from the CONTRACTOR resulting from said breach. Alternatively, the COUNTY may purchase such required insurance coverage, and without further notice to the CONTRACTOR, the COUNTY may deduct from sums due to the CONTRACTOR any premium costs advanced by the COUNTY for such insurance.

8.24.4 Notification of Incidents, Claims or Suits: CONTRACTOR shall report to the COUNTY:

- Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the CONTRACTOR and/or the COUNTY. Such report shall be made in writing within 24 hours of occurrence.
- Any third party claim or lawsuit filed against the CONTRACTOR arising from or related to services

performed by the CONTRACTOR under this Contract.

- Any injury to a CONTRACTOR employee that occurs on COUNTY property. This report shall be submitted on a COUNTY "Non-employee Injury Report" to the COUNTY'S Contract Manager.
- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to the CONTRACTOR under the terms of this Contract.

8.24.5 Compensation for COUNTY Costs: In the event that the CONTRACTOR fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the COUNTY, the CONTRACTOR shall pay full compensation for all costs incurred by the COUNTY.

8.24.6 Insurance Coverage Requirements for SUBCONTRACTORS: The CONTRACTOR shall ensure any and all SUBCONTRACTORS performing services under this Contract meet the insurance requirements of this Contract by either:

- The CONTRACTOR providing evidence of insurance covering the activities of SUBCONTRACTORS, or
- The CONTRACTOR providing evidence submitted by SUBCONTRACTORS evidencing that SUBCONTRACTORS maintain the required insurance coverage. The COUNTY retains the right to obtain copies of evidence of SUBCONTRACTOR insurance coverage at any time.

8.25 INSURANCE COVERAGE REQUIREMENTS

8.25.1 General Liability insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

8.25.2 Automobile Liability written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

8.25.3 Workers' Compensation and Employers' Liability insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the CONTRACTOR is responsible. If the CONTRACTOR'S employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which the CONTRACTOR is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

8.25.4 Professional Liability
Insurance covering liability arising from any error, omission, negligent or wrongful act of the CONTRACTOR, its officers or employees with limits of not less than one million dollars (\$1 million) per occurrence and one million dollars (\$1 million) aggregate. The coverage also shall provide an extended two-year reporting period commencing upon termination or cancellation of this Agreement.

8.26 LIQUIDATED DAMAGES

8.26.1 If, in the judgment of the Chief Probation Officer, or his designee, the CONTRACTOR is deemed to be non-compliant with the terms and obligations assumed hereby, the Chief Probation Officer, or his designee, at his option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the CONTRACTOR'S invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to

the CONTRACTOR from the COUNTY, will be forwarded to the CONTRACTOR by the Chief Probation Officer, or his designee, in a written notice describing the reasons for said action.

8.26.2 If the Chief Probation Officer, or his designee, determines that there are deficiencies in the performance of this Contract that the Chief Probation Officer, or his designee, deems are correctable by the CONTRACTOR over a certain time span, the Chief Probation Officer, or his designee, will provide a written notice to the CONTRACTOR to correct the deficiency within specified time frames. Should the CONTRACTOR fail to correct deficiencies within said time frame, the Chief Probation Officer, or his designee, may:

(a) Deduct from the CONTRACTOR'S payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or

(b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the CONTRACTOR to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as specified in the *Performance Requirements Summary (PRS) Chart*, as defined in *Exhibit K*, hereunder, and that the CONTRACTOR shall be liable to the COUNTY for liquidated damages in said amount. Said amount shall be deducted from the COUNTY'S payment to the CONTRACTOR; and/or

(c) Upon giving five (5) days notice to the CONTRACTOR for failure to correct the deficiencies, the COUNTY may correct any and all deficiencies and the total costs incurred by the COUNTY for completion of the work by an alternate source, whether it be COUNTY forces or separate private CONTRACTOR, will be deducted and forfeited from the payment to the CONTRACTOR from the COUNTY, as determined by the COUNTY.

8.26.3 The action noted in sub-paragraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the CONTRACTOR to recover the COUNTY cost due to

the failure of the CONTRACTOR to complete or comply with the provisions of this Contract.

- 8.26.4 This sub-paragraph shall not, in any manner, restrict or limit the COUNTY'S right to damages for any breach of this Contract provided by law or as specified in the PRS or sub-paragraph 8.26.2, and shall not, in any manner, restrict or limit the COUNTY'S right to terminate this Contract as agreed to herein.

8.27 MOST FAVORED PUBLIC ENTITY

If the CONTRACTOR'S prices decline, or should the CONTRACTOR at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any COUNTY, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the COUNTY.

8.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION

- 8.28.1 The CONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.28.2 The CONTRACTOR shall certify to, and comply with, the provisions of *Exhibit D - CONTRACTOR'S EEO Certification*.
- 8.28.3 The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 8.28.4 The CONTRACTOR certifies and agrees that it will deal with its SUBCONTRACTORS, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 The CONTRACTOR certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6 The CONTRACTOR shall allow COUNTY representatives access to the CONTRACTOR'S employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.28 when so requested by the COUNTY.
- 8.28.7 If the COUNTY finds that any provisions of this sub-paragraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract. While the COUNTY reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the CONTRACTOR has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the COUNTY that the CONTRACTOR has violated the anti-discrimination provisions of this Contract.
- 8.28.8 The parties agree that in the event the CONTRACTOR violates any of the anti-discrimination provisions of this Contract, the COUNTY shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the CONTRACTOR. This Contract shall not restrict the Probation Department from acquiring similar, equal or like goods and/or services from other entities or sources.

8.30 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 NOTICE OF DISPUTES

The CONTRACTOR shall bring to the attention of the COUNTY'S Program Manager and/or COUNTY'S Contract Manager any dispute between the COUNTY and the CONTRACTOR regarding the performance of services as stated in this Contract. If the COUNTY'S Program Manager or COUNTY'S Contract Manager is not able to resolve the dispute, the Chief Probation Officer, or his designee shall resolve it.

8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The CONTRACTOR shall notify its employees, and shall require each SUBCONTRACTOR to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The CONTRACTOR shall notify and provide to its employees, and shall require each SUBCONTRACTOR to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles COUNTY, and where and how to safely surrender a baby. The fact sheet is set forth in *Exhibit I* of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

8.34 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in *Exhibits E - COUNTY'S Administration and F - CONTRACTOR'S Administration*. Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The Chief Probation Officer shall have the authority to issue all notices or demands required or permitted by the COUNTY under this Contract.

8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the CONTRACTOR and the COUNTY agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.36 PUBLIC RECORDS ACT

8.36.1 Any documents submitted by the CONTRACTOR; all information obtained in connection with the COUNTY'S right to audit and inspect the CONTRACTOR'S documents, books, and accounting records pursuant to sub-paragraph 8.38 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the COUNTY. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The COUNTY shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.36.2 In the event the COUNTY is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or

“proprietary”, the CONTRACTOR agrees to defend and indemnify the COUNTY from all costs and expenses, including reasonable attorney’s fees, in action or liability arising under the Public Records Act.

8.37 PUBLICITY

8.37.1 The CONTRACTOR shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the CONTRACTOR’S need to identify its services and related clients to sustain itself, the COUNTY shall not inhibit the CONTRACTOR from publishing its role under this Contract within the following conditions:

- The CONTRACTOR shall develop all publicity material in a professional manner; and
- During the term of this Contract, the CONTRACTOR shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the COUNTY without the prior written consent of the COUNTY’S Program Manager. The COUNTY shall not unreasonably withhold written consent.

8.37.2 The CONTRACTOR may, without the prior written consent of COUNTY, indicate in its proposals and sales materials that it has been awarded this Contract with the COUNTY of Los Angeles, provided that the requirements of this subparagraph 8.37 shall apply.

8.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The CONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The CONTRACTOR agrees that the COUNTY, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards,

sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the CONTRACTOR and shall be made available to the COUNTY during the term of this Contract and for a period of five (5) years thereafter unless the COUNTY'S written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the CONTRACTOR at a location in Los Angeles COUNTY, provided that if any such material is located outside Los Angeles COUNTY, then, at the COUNTY'S option, the CONTRACTOR shall pay the COUNTY for travel, per diem, and other costs incurred by the COUNTY to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.38.1 In the event that an audit of the CONTRACTOR is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the CONTRACTOR or otherwise, then the CONTRACTOR shall file a copy of such audit report with the COUNTY'S Auditor-Controller within thirty (30) days of the CONTRACTOR'S receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.38.2 Failure on the part of the CONTRACTOR to comply with any of the provisions of this sub-paragraph 8.38 shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract.

8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the COUNTY conduct an audit of the CONTRACTOR regarding the work performed under this Contract, and if such audit finds that the COUNTY'S dollar liability for any such work is less than payments made by the COUNTY to the CONTRACTOR, then the difference shall be either: a) repaid by the CONTRACTOR to the COUNTY by cash payment upon demand or b) at the sole option of the COUNTY'S Auditor-Controller, deducted from any amounts due to the CONTRACTOR from the COUNTY, whether under this Contract or otherwise. If such audit finds that the COUNTY'S dollar liability for such work is more than the payments made by the COUNTY to the CONTRACTOR, then the difference shall be paid to the CONTRACTOR by the COUNTY by cash payment,

provided that in no event shall the COUNTY'S maximum obligation for this Contract exceed the funds appropriated by the COUNTY for the purpose of this Contract.

8.39 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the COUNTY landfills, the CONTRACTOR agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.40 SUBCONTRACTING

8.40.1 The requirements of this Contract may not be subcontracted by the CONTRACTOR **without the advance approval of the COUNTY**. Any attempt by the CONTRACTOR to subcontract without the prior consent of the COUNTY may be deemed a material breach of this Contract.

8.40.2 If the CONTRACTOR desires to subcontract, the CONTRACTOR shall provide the following information promptly at the COUNTY'S request:

- A description of the work to be performed by the SUBCONTRACTOR;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the COUNTY.

8.40.3 The CONTRACTOR shall indemnify and hold the COUNTY harmless with respect to the activities of each and every SUBCONTRACTOR in the same manner and to the same degree as if such SUBCONTRACTOR(s) were the CONTRACTOR employees.

8.40.4 The CONTRACTOR shall remain fully responsible for all performances required of it under this Contract, including those that the CONTRACTOR has determined to subcontract, notwithstanding the COUNTY'S approval of the CONTRACTOR'S proposed subcontract.

8.40.5 The COUNTY'S consent to subcontract shall not waive the COUNTY'S right to prior and continuing approval of any and all personnel, including SUBCONTRACTOR employees,

providing services under this Contract. The CONTRACTOR is responsible to notify its SUBCONTRACTORS of this COUNTY right.

- 8.40.6 The COUNTY'S Project Director is authorized to act for and on behalf of the COUNTY with respect to approval of any subcontract and SUBCONTRACTOR employees. After approval of the subcontract by the COUNTY, CONTRACTOR shall forward a fully executed subcontract to the COUNTY for their files.
- 8.40.7 The CONTRACTOR shall be solely liable and responsible for all payments or other compensation to all SUBCONTRACTORS and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the COUNTY'S consent to subcontract.
- 8.40.8 The CONTRACTOR shall obtain certificates of insurance, which establish that the SUBCONTRACTOR maintains all the programs of insurance required by the COUNTY from each approved SUBCONTRACTOR. The CONTRACTOR shall ensure delivery of all such documents to:

Zenola Cochrane, Contract Analyst
Contracts & Grants Management Division
COUNTY of Los Angeles Probation Department
9150 East Imperial Highway, Room B-62
Downey, California 90242

before any SUBCONTRACTOR employee may perform any work hereunder.

8.41 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the CONTRACTOR to maintain compliance with the requirements set forth in sub-paragraph 8.14 - CONTRACTOR'S Warranty of Adherence to COUNTY'S Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the COUNTY under any other provision of this Contract, failure of the CONTRACTOR to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the COUNTY may terminate this Contract pursuant to sub-paragraph 8.43 - Termination for Default and pursue

debarment of the CONTRACTOR, pursuant to COUNTY Code Chapter 2.202.

8.42 TERMINATION FOR CONVENIENCE

8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the COUNTY, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the CONTRACTOR specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.42.2 After receipt of a notice of termination and except as otherwise directed by the COUNTY, the CONTRACTOR shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the CONTRACTOR under this Contract shall be maintained by the CONTRACTOR in accordance with sub-paragraph 8.38, Record Retention & Inspection/Audit Settlement.

8.43 TERMINATION FOR DEFAULT

8.43.1 The COUNTY may, by written notice to the CONTRACTOR, terminate the whole or any part of this Contract, if, in the judgment of COUNTY'S Contract Manager:

- CONTRACTOR has materially breached this Contract; or
- CONTRACTOR fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- CONTRACTOR fails to demonstrate a high probability of timely fulfillment of performance requirements under this

Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the COUNTY may authorize in writing) after receipt of written notice from the COUNTY specifying such failure.

8.43.2 In the event that the COUNTY terminates this Contract in whole or in part as provided in sub-paragraph 8.43.1, the COUNTY may procure, upon such terms and in such manner as the COUNTY may deem appropriate, goods and services similar to those so terminated. The CONTRACTOR shall be liable to the COUNTY for any and all excess costs incurred by the COUNTY, as determined by the COUNTY, for such similar goods and services. The CONTRACTOR shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

8.43.3 Except with respect to defaults of any SUBCONTRACTOR, the CONTRACTOR shall not be liable for any such excess costs of the type identified in sub-paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the CONTRACTOR. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the CONTRACTOR. If the failure to perform is caused by the default of a SUBCONTRACTOR, and if such default arises out of causes beyond the control of both the CONTRACTOR and SUBCONTRACTOR, and without the fault or negligence of either of them, the CONTRACTOR shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the SUBCONTRACTOR were obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the required performance schedule. As used in this sub-paragraph 8.43.3, the terms "SUBCONTRACTOR" and "SUBCONTRACTORS" mean SUBCONTRACTOR(S) at any tier.

- 8.43.4 If, after the COUNTY has given notice of termination under the provisions of this sub-paragraph 8.43, it is determined by the COUNTY that the CONTRACTOR was not in default under the provisions of this sub-paragraph 8.43, or that the default was excusable under the provisions of sub-paragraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.42 - Termination for Convenience.
- 8.43.5 The rights and remedies of the COUNTY provided in this sub-paragraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 TERMINATION FOR IMPROPER CONSIDERATION

- 8.44.1 The COUNTY may, by written notice to the CONTRACTOR, immediately terminate the right of the CONTRACTOR to proceed under this Contract if it is found that consideration, in any form, was offered or given by the CONTRACTOR, either directly or through an intermediary, to any COUNTY officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the CONTRACTOR'S performance pursuant to this Contract. In the event of such termination, the COUNTY shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.
- 8.44.2 The CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the supervision of the employee or to the COUNTY Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.44.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8.45 TERMINATION FOR INSOLVENCY

8.45.1 The COUNTY may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the CONTRACTOR. The CONTRACTOR shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the CONTRACTOR is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the CONTRACTOR under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the CONTRACTOR; or
- The execution by the CONTRACTOR of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the COUNTY provided in this sub-paragraph 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The CONTRACTOR, and each COUNTY Lobbyist or COUNTY Lobbying firm as defined in COUNTY Code Section 2.160.010 retained by the CONTRACTOR, shall fully comply with the COUNTY'S Lobbyist Ordinance, COUNTY Code Chapter 2.160. Failure on the part of the CONTRACTOR or any COUNTY Lobbyist or COUNTY Lobbying firm retained by the CONTRACTOR to fully comply with the COUNTY'S Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the COUNTY may in its sole discretion, immediately terminate or suspend this Contract.

8.47 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the COUNTY shall not be obligated for the CONTRACTOR'S performance hereunder or by any provision of this Contract during any of the

COUNTY'S future fiscal years unless and until the COUNTY'S Board of Supervisors appropriates funds for this Contract in the COUNTY'S Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The COUNTY shall notify the CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

8.48 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

8.49 WAIVER

No waiver by the COUNTY of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the COUNTY to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this subparagraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 WARRANTY AGAINST CONTINGENT FEES

8.50.1 The CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the CONTRACTOR for the purpose of securing business.

8.50.2 For breach of this warranty, the COUNTY shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 INTENTIONALLY OMITTED

9.2 CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT OF 1996 (HIPAA)

The COUNTY is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Under this Contract, the CONTRACTOR provides services to the COUNTY and the CONTRACTOR receives, has access to, and/or creates Protected Health Information as defined in *Exhibit M* in order to provide those services. The COUNTY and the CONTRACTOR therefore agree to the terms of *Exhibit M, CONTRACTOR'S Obligations As a "Business Associate" Under Health Insurance Portability & Accountability Act of 1996 (HIPAA)*.

9.3 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

- 9.3.1 This Contract is subject to the provisions of the COUNTY'S ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles COUNTY Code.
- 9.3.2 The CONTRACTOR shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
- 9.3.3 The CONTRACTOR shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a COUNTY official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- 9.3.4 If the CONTRACTOR has obtained COUNTY certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to the COUNTY any difference between the contract amount and what the COUNTY'S costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles COUNTY Code (Determinations of CONTRACTOR Non-responsibility and CONTRACTOR Debarment).

The above penalties shall also apply if the CONTRACTOR is no longer eligible for certification as a result in a change of their status and the CONTRACTOR failed to notify the State and the COUNTY'S Office of Affirmative Action Compliance of this information.

9.4 OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT

- 9.4.1 COUNTY shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through the CONTRACTOR'S work pursuant to this Contract. The CONTRACTOR, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the COUNTY all of the CONTRACTOR'S right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the CONTRACTOR'S work under this Contract.
- 9.4.2 During the term of this Contract and for five (5) years thereafter, the CONTRACTOR shall maintain and provide security for all of the CONTRACTOR'S working papers prepared under this Contract. COUNTY shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.
- 9.4.3 Any and all materials, software and tools which are developed or were originally acquired by the CONTRACTOR outside the scope of this Contract, which the CONTRACTOR desires to use hereunder, and which

the CONTRACTOR considers to be proprietary or confidential, must be specifically identified by the CONTRACTOR to the COUNTY'S Project Manager as proprietary or confidential, and shall be plainly and prominently marked by the CONTRACTOR as "Propriety" or "Confidential" on each appropriate page of any document containing such material.

9.4.4 The COUNTY will use reasonable means to ensure that the CONTRACTOR'S proprietary and/or confidential items are safeguarded and held in confidence. The COUNTY agrees not to reproduce, distribute or disclose to non-COUNTY entities any such proprietary and/or confidential items without the prior written consent of the CONTRACTOR.

9.4.5 Notwithstanding any other provision of this Contract, the COUNTY will not be obligated to the CONTRACTOR in any way under sub-paragraph 9.4.4 for any of the CONTRACTOR'S proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by sub-paragraph 9.4.3 or for any disclosure which the COUNTY is required to make under any state or federal law or order of court.

9.4.6 All the rights and obligations of this sub-paragraph 9.4 shall survive the expiration or termination of this Contract.

9.5 PATENT, COPYRIGHT & TRADE SECRET INDEMNIFICATION

9.5.1 The CONTRACTOR shall indemnify, hold harmless and defend COUNTY from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the CONTRACTOR'S work under this Contract. COUNTY shall inform the CONTRACTOR as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support the CONTRACTOR'S defense and settlement thereof.

9.5.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or

proceeding alleging infringement or unauthorized disclosure, such that COUNTY'S continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the CONTRACTOR, at its sole expense, and providing that COUNTY'S continued use of the system is not materially impeded, shall either:

- Procure for COUNTY all rights to continued use of the questioned equipment, part, or software product; or
- Replace the questioned equipment, part, or software product with a non-questioned item; or
- Modify the questioned equipment, part, or software so that it is free of claims.

9.5.3 The CONTRACTOR shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the CONTRACTOR, in a manner for which the questioned product was not designed nor intended.

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IN WITNESS WHEREOF, the parties by their duly authorized officers, have caused these presents to be subscribed on the day, month and year first above written.

COUNTY OF LOS ANGELES
PROBATION DEPARTMENT

By _____
ROBERT B.TAYLOR
Chief Probation Officer

DATE

CONTRACTOR: (_____ Name _____)

By _____
Name

Title

APPROVED AS TO FORM:

Raymond G. Fortner, Jr.
COUNTY Counsel

By _____
Principal Deputy County Counsel

Exhibit A

STATEMENT OF WORK

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EXHIBIT A

STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

The CONTRACTOR shall provide experienced individuals to perform complete typing/clerical duties needed for the Probation Department at any of its work locations; on an as needed basis (up to a maximum of ninety [90] days per individual). The COUNTY guarantees no minimum usage. The COUNTY shall nevertheless procure some services hereunder in each year that the contract is in effect. Individuals shall possess the skill requirements level listed below and as described in Exhibit K

2.0 SPECIFIC TASKS

A sample of the types of functions and duties which the Probation Department may require are as follows:

2.1 Skilled Typist

The skilled typist shall be able to use personal computers and standard electric typewriters, typing rough/clear drafts with correct spacing, balance and uniformity for neat appearance of completed copy; setting up simple tabulations and recording daily production; utilize Word and Excel for Windows, and spreadsheets. That includes typing court reports and/or forms with correct spelling and punctuation, correspondence, envelopes and making corrections as required. CONTRACTOR'S employees must have experience in general typing with the necessary minimum typing speed of forty (40) net strokes per minute.

2.2 Transcriber Typist

The transcriber typist shall possess the skills as stated above for the skilled typists, and, in addition, must be able to operate voice reproducing machines to transcribe court reports and other materials dictated on tape that must be transcribed into typewritten form.

2.3 Word Processor

The word processor shall possess the same skills as stated above for the skilled typists, and, in addition, must have one year's secretarial, stenographic, or specialized clerical typing experience, three (3) months of which must have been in the operation of word processing equipment. The three months' experience in the operation of word processing may be substituted by successful completion of at least three (3) units in community college course work operating electronic text-editing word processing

equipment; or successful completion of at least forty (40) hours of business school or adult education training operating electronic text-editing word processing equipment to produce typed copy.

2.4 Delivery

CONTRACTOR will be required to provide temporary personnel services within twenty-four (24) hours after receipt of order; however, if the required number of personnel has not arrived within forty-eight (48) hours, the COUNTY reserves the right to cancel the order and purchase the services from other sources. COUNTY also reserves the right to bill CONTRACTOR for any excess costs for similar services acquired by COUNTY.

2.5 Overtime

Overtime (as defined by California's Industrial Welfare Commission) is allowable only with prior authorization by the designated Probation Department representative.

2.6 Bonding

Employee bonding is required. CONTRACTOR(s) will be responsible for furnishing insurance certificate or proof of coverage.

2.7 Assignment of Unqualified Personnel

The COUNTY reserves the right to require any personnel of CONTRACTOR assigned to COUNTY to take an on-site performance test to determine typist skills. In the event CONTRACTOR'S personnel do not meet the minimum typist standards, CONTRACTOR shall immediately replace personnel within twenty-four (24) hours with personnel possessing required skills. The COUNTY shall not be charged by CONTRACTOR for the services of the employee(s) replaced.

2.8 CONTRACTOR shall produce at the end of each month informational reports that indicate the level and type of services rendered to COUNTY. CONTRACTOR shall forward this report to the COUNTY'S Contract Manager by the 10th working day of the following month for which the services were rendered. Report format and content is subject to final COUNTY review and approval.

2.9 CONTRACTOR shall perform to the standards in Exhibit K, Performance Requirements Summary.

3.0 QUALITY CONTROL

The CONTRACTOR shall establish and provide a Quality Control Plan to ensure that the requirements of the contract are met. The plan shall be submitted as a part of the proposal. An updated copy must be provided to the COUNTY Program Manager within two (2) weeks of the contract start date and as changes occur. The original plan and any future amendments are subject to COUNTY review and approval and shall include, but not limited to:

- 3.1 An inspection system covering all the services listed in the Performance Requirements Summary (refer to Exhibit K). It must specify the activities to be inspected on either a scheduled or unscheduled basis, how often inspections will be accomplished and the title of the individual(s) who will perform the inspections.
- 3.2 The methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable.
- 3.3 A file of all evaluations conducted by CONTRACTOR and, if necessary, the corrective action taken. This documentation shall be made available as requested by COUNTY during the term of the contract as set forth in this Contract, Paragraph 8, Standard Terms and Conditions, Sub-paragraph 8.38, "Record Retention and Inspection".
- 3.4 The methods for ensuring uninterrupted service to Probation in the event of a strike of CONTRACTOR'S employees or other unusual occurrence (i.e. power loss or natural disaster) which would result in the CONTRACTOR being unable to perform the contracted work.
- 3.5 The methods for ensuring that confidentiality of records are maintained while in the care of CONTRACTOR'S employees.
- 3.6 The methods for maintaining security of records, and the methods for preventing the loss or destruction of data.

4.0 QUALITY ASSURANCE PLAN

The COUNTY will evaluate the CONTRACTOR'S performance under this Contract using the quality assurance procedures as defined in this Contract, Paragraph 8, Standard Terms and Conditions, Sub-paragraph 8.15, COUNTY'S Quality Assurance Plan.

4.1 Performance Evaluation Meetings

The CONTRACTOR Project Director or his alternate shall meet at least weekly with the COUNTY Program Manager during the first three (3) months of the contract, if COUNTY Program Manager finds it necessary. However, a meeting will be held whenever a Contract Discrepancy Report (CDR) is issued. A mutual effort will be made to resolve all problems identified. Whenever meetings are held, the written minutes taken by Probation personnel shall be signed by the CONTRACTOR'S Project Director and the COUNTY'S Program Manager. Should the CONTRACTOR not concur with the minutes, the CONTRACTOR shall state in writing to the COUNTY Program Manager within five (5) business days of receipt of the signed minutes any areas wherein the CONTRACTOR does not concur.

- 4.2 After the first three (3) months of operation, regular performance evaluation meetings shall be held monthly in accordance with a mutually agreed upon schedule.
- 4.3 The COUNTY shall have the right to require any personnel assigned to the CONTRACTOR who, in the opinion of the COUNTY Program Manager, is unsatisfactory, will be removed and replaced by the CONTRACTOR within twenty-four (24) hours.

4.4 Contract Discrepancy Report (*Exhibit K*)

Verbal notification of a Contract discrepancy will be made to the Contract Monitor as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the COUNTY and the CONTRACTOR.

The COUNTY Contract Monitor will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the CONTRACTOR is required to respond in writing to the COUNTY Contract Monitor within five (5) workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the COUNTY Contract Monitor within ten (10) workdays.

4.5 COUNTY Observations

In addition to departmental contracting staff, other COUNTY personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the CONTRACTOR'S performance.

5.0 DEFINITIONS

- 5.1 Acceptable Quality Level (AQL) - A measure to express the leeway of variance from a standard before Probation can apply damages as specified in Exhibit K. An AQL does not imply that the CONTRACTOR may knowingly perform in a defective way. It implies that the COUNTY recognizes that defective performance sometimes happens unintentionally. It is required that the CONTRACTOR correct all defects whenever possible. A variance from the AQL can result in a credit to Probation against the monthly charge for the CONTRACTOR'S service.
- 5.2 Adult Records – Personal and social history, DMV record and arrest record including criminal information of and adult offender. The records include legal documents and other information which is confidential. The information is not to be discussed with or disclosed to unauthorized persons as defined by the Probation Department.

- 5.3 Contract Discrepancy Report (CDR) - As used herein, the term "Contract Discrepancy Report" shall mean a report prepared by the Probation Department's Quality Assurance Evaluator to inform the CONTRACTOR of faulty service. The CDR requires a response from the CONTRACTOR explaining the problem and outlining the remedial action being taken to resolve the problem within five (5) business days after receipt of CDR.
- 5.4 CONTRACTOR Project Director - CONTRACTOR'S officer or employee responsible for administering the contract after contract award.
- 5.5 COUNTY Program Manager - The Probation representative responsible for daily management of contract operation and overseeing monitoring activities.
- 5.6 Contract Start Date - The date the CONTRACTOR begins work (start of the basic contract period) in accordance with the terms of the contract.
- 5.7 Enforcement - The COUNTY Program Manager shall be responsible for the enforcement of this contract on behalf of the COUNTY and shall be assisted by those officers and employees of the COUNTY having duties in connection with the administration thereof. In the event the COUNTY commences legal proceedings for the enforcement of this contract of recovery of the premises used herein, the CONTRACTOR agrees to pay any sum, which may be awarded to the COUNTY and by the Court for attorney's fees and costs incurred in the action brought,
- 5.8 Juvenile Records - Personal and social history including criminal information of juvenile offenders. The records include legal documents and other information, which are confidential. The information shall not be discussed with or disclosed to unauthorized persons as defined by the Probation Department.
- 5.9 Performance Requirements Summary (PRS) - The statement that identifies the key performance indicators of the contract which will be evaluated by the COUNTY to insure contract performance standards are met by the CONTRACTOR. (Exhibit K)
- 5.10 Quality Assurance Evaluator (QAE) - The Probation employee responsible for monitoring CONTRACTOR'S compliance with the contract.
- 5.11 Quality Control Plan - All necessary measures taken by the CONTRACTOR to assure that the quality of service will meet the contract requirements regarding security, accuracy, timeliness, appearance, completeness, consistency and conformity to the requirements set forth in the Performance Work Statement.

- 5.12 User Complaint Report (UCR) - A report prepared by probation personnel in order to inform the Program Manager of incidents involving faulty performance by the CONTRACTOR.

6.0 ADMINISTRATION OF CONTRACT

6.1 ADMINISTRATION OF CONTRACT – COUNTY

The COUNTY shall notify the CONTRACTOR in writing of any change in the names or addresses shown.

6.1.1 COUNTY Contract Manager

Responsibilities of the COUNTY'S Contract Manager include:

- ensuring that the objectives of this Contract are met;
- making changes in the terms and conditions of the Contract in accordance with Sub-paragraph 8.1, Amendments; and
- providing direction to CONTRACTOR in the areas relating to COUNTY policy, information requirements, and procedural requirements.

6.1.2 COUNTY Program Manager

6.1.2.1 The Chief Probation Officer of the COUNTY of Los Angeles, or his designee, may designate a COUNTY Program Manager, who will have full authority to act for COUNTY in all matters connected with this contract consistent with the provisions contained herein.

6.1.2.2 The COUNTY Program Manager shall provide direction to CONTRACTOR in areas relating to policy, information and procedural requirements.

6.1.2.3 The responsibilities of the COUNTY Program Manager include:

- meeting with CONTRACTOR Project Director on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of CONTRACTOR.

6.1.2.4 The COUNTY Program Manager is not authorized to make any changes in the terms and conditions of the contract and is not authorized to obligate the COUNTY in any way whatsoever beyond the terms of the contract.

6.1.2.5 COUNTY will inform the CONTRACTOR of the name, address and telephone number of the COUNTY Program Manager at the time the contract is awarded.

6.1.2.6 COUNTY Program Manager may interview any and all prospective employees of CONTRACTOR. The CONTRACTOR shall inform the Program Manager when such interviews are scheduled.

6.1.3 COUNTY Contract Monitor

The COUNTY Contract Monitor is responsible for overseeing the day-to-day administration of this Contract. The Project Monitor reports to the COUNTY Program Manager.

6.1.4 COUNTY Furnished Property/Equipment

The COUNTY shall provide CONTRACTOR no real property and/or equipment necessary to operate this contract.

6.2 ADMINISTRATION OF CONTRACT – CONTRACTOR

6.2.1 CONTRACTOR Project Director

The CONTRACTOR shall provide its own full time officer or employee as Project Director. The Project Director or an approved alternate shall be assigned locally Monday through Friday between 8:00 A.M. and 5:00 P.M, excluding all holidays and available for telephone contact twenty-four (24) hours a day, The Project Director shall provide overall management and coordination of the contract services on the CONTRACTOR'S behalf, and shall act as the central point of contact with Probation.

6.2.2 When contract work is being performed at times other than described above, or when the Project Director cannot be present, and with prior approval of the COUNTY Program Manager, an equally qualified individual shall be designated to act for the Project Director.

6.2.3 The Project Director shall have full authority to act for the CONTRACTOR on all contract matters relating to the daily operation of this contract.

6.2.4 The Project Director shall be available during normal weekday work hours, 8:00 a.m. to 5:00 p.m., to meet with COUNTY personnel designated by the COUNTY to discuss problem areas.

6.2.5 The Project Director must have at least three (3) years of demonstrated previous experience within the last five (5) years in providing temporary clerical services.

- 6.2.6 The Project Director and alternate must be able to read, write, speak and understand English.
- 6.2.7 COUNTY shall have the right to review the qualifications and approve the Project Director and any replacement recommended by CONTRACTOR.

6.3 Other CONTRACTOR Personnel

- 6.3.1 The CONTRACTOR shall be responsible for providing qualified staff to fulfill the contracted services. (COUNTY shall have the right to review and approve potential staff prior to assignment.)
- 6.3.2 All personnel must be able to read, write, spell, speak and understand English, and possess good grammatical skills. In some assignments, personnel who can speak, read, write and understand Spanish will also be required.
- 6.3.3 CONTRACTOR certifies that all persons employed to perform services under this contract will be treated equally without regard to race, religion, ancestry, national origin or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California (*refer to Proposer's EEO Certification –Exhibit D*).
- 6.3.4 The CONTRACTOR shall insure that by first day of employment, all persons with access to adult and/or juvenile records and arrest information have signed an acknowledgement that meets the standards of the Probation Department for COUNTY employees having access to confidential criminal offender record information (CORI). CONTRACTOR shall retain original CORI form and forward a copy to Program Manager within five (5) business days of start of employment. (Refer to Exhibit J)
- 6.3.5 The CONTRACTOR shall give advance notice to COUNTY'S Project Manager, in writing within ten (10) business days, of any change in CONTRACTOR personnel assigned to perform any work on this contract.
- 6.3.6 All persons working on this contract have signed an Employee Acknowledgement of Employer Form.
- 6.3.7 The CONTRACTOR(S) shall not employ any person 20 years of age or younger for positions within the confines of a juvenile facility.
- 6.3.8 Personnel provided by CONTRACTOR shall present a neat appearance and be properly attired.

6.3.9 Employee Criminal Records, Notice and COUNTY Approval

The CONTRACTOR shall be responsible for ongoing implementation and monitoring of subsections 6.3.9.1 through 6.3.9.6. On at least a quarterly basis, CONTRACTOR shall report in writing, monitoring results to Probation, indicating compliance or problem areas. Elements of monitoring report shall receive prior written approval from Probation.

6.3.9.1 No personnel employed by CONTRACTOR or sub-CONTRACTOR for this service, having access to Probation information or records shall have a criminal conviction record or pending criminal trial unless such information has been fully disclosed and employment of the employee for this service is approved (in writing) by the Probation Department.

6.3.9.2 COUNTY reserves the right to conduct a background investigation of CONTRACTOR'S prospective employees prior to employment or assignment to contract duties and further reserves the right to conduct a background investigation of CONTRACTOR'S employees at any time and to bar such employees from working on this contract under appropriate circumstances.

6.3.9.3 COUNTY reserves the right to preclude CONTRACTOR from employment or continued employment of any individual for this contract service.

6.3.9.4 CONTRACTOR and employees of CONTRACTOR shall be under a continuing obligation to disclose any prior or subsequent criminal conviction record, or pending criminal trial, to the Probation Department.

6.3.9.5 The CONTRACTOR shall submit names of employees to the Program Manager prior to the employees starting work on this contract. The COUNTY will schedule appointments to conduct a background investigation/record checks based on fingerprints of CONTRACTOR'S employees, and further reserves the right to conduct a background investigation of CONTRACTOR'S employees at any time. **The CONTRACTOR'S employees shall not begin work on this contract before receiving final clearance and approval from COUNTY.**

6.3.9.6 Because COUNTY is charged by the State for checking the criminal conviction records of CONTRACTOR'S

employees, COUNTY will bill CONTRACTOR to recover expense. The current amount is \$32.00 per record check and is subject to change by the State.

6.4 Uniforms/Identification Badges

6.4.1 CONTRACTOR'S employees are subject to reasonable dress codes when assigned to COUNTY facilities. Clerks must be groomed and neatly attired.

6.4.2 CONTRACTOR shall ensure their employees are appropriately identified as set forth in sub-paragraph 7.3 CONTRACTOR'S Staff Identification, of the Contract.

6.5 Materials and Equipment

The purchase of all materials/equipment to provide the needed services is the responsibility of the CONTRACTOR. CONTRACTOR shall use materials and equipment that are safe for the environment and safe for use by the employee.

6.6 Training

6.6.1 CONTRACTOR shall provide training programs for all new employees and continuing in-service training for all employees.

6.6.2 All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to OSHA standards.

6.7 CONTRACTOR'S Office

CONTRACTOR shall maintain an office with a telephone in the company's name where CONTRACTOR conducts business. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, by at least one employee who can respond to inquiries and complaints which may be received about the CONTRACTOR'S performance of the Contract. When the office is closed, an answering service shall be provided to receive calls. **The CONTRACTOR shall answer calls received by the answering service within two (2) hours of receipt of the call.**

7.0 HOURS/DAYS OF WORK

7.1 Service Hours

The CONTRACTOR shall provide services during the hours of operation of the work location. Some locations are open seven (7) days per week, twenty-four (24) hours per day. A work shift is considered eight (8) hours per day.

7.2 Recognized Holidays

The CONTRACTOR may be required to provide services on COUNTY-recognized holidays. These holidays change from year to year. The COUNTY Program Manager will provide the CONTRACTOR, upon request, with a list of COUNTY holidays for the succeeding years.

7.3 Record of Hours of Service Provided

7.3.1 Each CONTRACTOR employee will record the time of arrival to and departure from the work location by signing in and out on an attendance log.

7.3.2 The CONTRACTOR and Project Manager will reconcile the number of hours worked by CONTRACTOR personnel on a monthly basis.

8.0 WORK SCHEDULES

8.1 CONTRACTOR shall maintain a record of each clerk's work schedule with the COUNTY. This includes the clerk's full name, their classification (e.g. Skilled Typist, Transcriber Typist, Word Processor), their start date with the COUNTY, estimated end date with the COUNTY, and the work location where the clerk is posted. This record will be made available to the COUNTY Program Manager on a regular basis and to the COUNTY Contract Manager upon request.

8.2 CONTRACTOR shall submit a revised work schedule to the COUNTY Program Manager when actual work hours and locations worked differs substantially from the planned work schedule.

9.0 UNSCHEDULED WORK

CONTRACTOR agrees that any work performed outside the scope of "Statement of Work" or the "Other CONTRACTOR Obligations" sections of this document, without the prior written approval of the COUNTY in accordance with Appendix A, Section 8.1, Amendments, shall be deemed to be a gratuitous effort on the part of the CONTRACTOR, and the CONTRACTOR shall have no claim therefore against the COUNTY.

10.0 SPECIFIC WORK REQUIREMENTS

10.1 Skilled Typist

Does skilled typing on a typewriter or computer and performs specialized clerical work.

Examples of Duties:

- Typewrites abstracts of documents requiring extreme accuracy or independent judgment in selecting information.
- Processes documents according to a predetermined but specialized procedure for such purposes as recording and coding court papers.
- Checks documents for completeness, accuracy and compliance with legal and other requirements.
- Answers questions and gives information to the public.
- Operates office machines such as calculators, computer terminals, Xerox and typewriters (electric).
- Performs receptionist duties, answer telephones and takes messages.

Minimum Requirements:

Typing Rate: Forty (40) net strokes per minute

10.2 Transcriber Typist

Transcribes recorded dictation on a typewriter or computer from a transcribing machine.

Examples of Duties:

- Transcribes reports, records, letters and other material of any degree of difficulty, including technical terminology and unusual terms, for at least 50% of the time.
- Operates office machines such as computer terminals, Xerox and typewriters (electric).
- Rearranges order of recorded dictation, as necessary, to conform to established procedures, referring unusual problems to his/her superior.

- Obtains addresses, titles, case material and other information needed for completion of dictated material and forms as directed by dictator or in accordance with prescribed procedures.
- Punctuates and makes changes in dictated material for grammatical correctness.
- Types tabular, columnar, statistical and other material from plain and corrected copy.
- May perform clerical duties, such as maintaining files and records, not to exceed 50% of the time.

Minimum Requirements:

Typing rate: Forty (40) net strokes per minute

10.3 Word Processor

Operates electronic text-editing word processing equipment to produce typed copy.

Examples of Duties:

- Operates word processing equipment on a full-time basis, entering, editing, storing, and retrieving data to produce typed copy of a variety of documents using established coding instructions and stored formats.
- Produces rough and final typed copy of a variety of documents requiring individualized formats such as letters, forms, charts, and reports; makes entries from typed, written, or dictated material; uses appropriate coding instructions to control spacing and format, and to enter, edit, store, and retrieve data.
- Reviews, edits, proofs, and revises copy for proper grammar spelling, punctuation, and format, according to specified style and guidelines.
- Punctuates and makes changes for grammatical correctness.
- Maintains files and logs of all stored material for easy reference and retrieval.

Minimum Requirements:

Typing Rate: Forty (40) net strokes per minute

11.0 PERFORMANCE REQUIREMENTS SUMMARY

- 11.1 All listings of services used in the Performance Requirements Summary (PRS) are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of CONTRACTOR beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on CONTRACTOR.
- 11.2 A standard level of performance will be required of CONTRACTOR in the areas of Temporary Clerical Services. Exhibit K summarizes the required services, performance standards, maximum allowable deviation from the standards, methods of surveillance to be used by the COUNTY, and liquidated damages to be imposed for unacceptable performance. COUNTY will evaluate the CONTRACTOR'S performance under this contract using the quality assurance procedures specified in Exhibit K, or other such procedures as may be necessary to ascertain CONTRACTOR compliance with this contract. Failure of the CONTRACTOR to achieve this standard can result in an assessment of liquidated damages against CONTRACTOR'S monthly payment as determined by COUNTY.
- 11.3 When the CONTRACTOR'S performance does not conform to the requirements of this Contract, the COUNTY will have the option to apply the following non-performance remedies:
- Require CONTRACTOR to implement a formal corrective action plan, subject to approval by the COUNTY. In the plan, the CONTRACTOR must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
 - Reduce payment to CONTRACTOR by a computed amount based on the assessment fee(s) in the PRS.
 - Reduce, suspend or cancel this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.
 - Failure of the CONTRACTOR to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) days shall constitute authorization for the COUNTY to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the CONTRACTOR'S failure to perform said service(s), as determined by

the COUNTY, shall be credited to the COUNTY on the CONTRACTOR'S future invoice.

This section does not preclude the COUNTY'S right to terminate the contract upon ten (10) days written notice with or without cause, as provided for in the Contract, Paragraph 8, Standard Terms and Conditions, Sub-paragraph 8.42, Termination for Convenience.

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EXHIBIT B PRICING SHEET

The undersigned offers to provide all labor and supplies necessary to provide Temporary Clerical Services to Los Angeles County Probation Department as set forth in RFP# 6400801.

Said work shall be done for the period prescribed and in the manner set forth in said specifications, and compensation therefore shall be on a fixed-fee basis as provided upon the hereinafter proposed fixed rates. I agree that if the County Board of Supervisors accepts my proposal, I will commence services immediately following contract execution.

I agree to provide the specified services for the County of Los Angeles - Probation Department in accordance with the attached specifications for the following submitted compensation, which shall apply to weekday, weekend, holiday, overtime, and extra personnel coverage.

I PROPOSE A FIXED RATE/FEE FOR THE REQUIRED SERVICES AS FOLLOWS:

	Regular Hourly Rate	Overtime Hourly Rate
Skilled Typist	\$_____	\$_____
Transcriber Typist	\$_____	\$_____
Word Processor	\$_____	\$_____

Print Name of Authorized Signer

Title

Signature

Date

EXHIBIT C

INTENTIONALLY OMITTED

CONTRACTOR'S EEO CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Proposer certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION	YES	NO
1. Proposer has written policy statement prohibiting discrimination in all phases of employment.	()	()
2. Proposer periodically conducts a self-analysis or utilization analysis of its work force.	()	()
3. Proposer has a system for determining if its employment practices are discriminatory against protected groups.	()	()
4. When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	()	()

Signature

Date

Name and Title of Signer (please print)

COUNTY'S ADMINISTRATION

CONTRACT NO.

COUNTY CONTRACT MANAGER:

Name:

Title:

Address:

Telephone:

Facsimile

E-Mail Address:

COUNTY PROGRAM MANAGER:

Name:

Title:

Address:

Telephone:

Facsimile

E-Mail Address:

COUNTY CONTRACT MONITOR:

Name:

Title:

Address:

Telephone:

Facsimile

E-Mail Address:

CONTRACTOR'S ADMINISTRATION
CONTRACTOR'S NAME

CONTRACT NO: _____

CONTRACTOR'S PROJECT DIRECTOR:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile _____

E-Mail Address: _____

EMPLOYEE'S ACKNOWLEDGEMENT OF EMPLOYER

I understand that _____ is my sole employer for purposes of this employment.

I rely exclusively upon _____ for payment of salary and any and all other benefits payable to me on my behalf during the period of this employment.

I understand and agree that I am not an employee of Los Angeles County for any purpose and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles during the period of this employment.

I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any agreement between my employer _____ and the County of Los Angeles.

ACKNOWLEDGED AND RECEIVED:

NAME: _____

DATE: _____

NAME: _____

Print

Original must be signed by each employee by first day of employment and must be retained by CONTRACTOR(s)

Copy must be forwarded by CONTRACTOR(s) to County Worker's Compensation Division with the Los Angeles County Department of Human Resources, Workers' Compensation Division, Claims Section, 3333 Wilshire Boulevard, Los Angeles, California 90010, within five (5) business days.

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

CONTRACTOR NAME _____ Contract No. _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME _____

POSITION _____

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name _____ Contract No. _____

Employee Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name _____ Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies.

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.4.0 or a successor provision; or

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

6. A purchase card pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision; or
 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer or the contractor has a long-standing practice that defines a full-time schedule as less than 40 hours per week.

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable.

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service.

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract.

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor.

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 1. Has ten or fewer employees during the contract period; and,
 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 3. Is not an affiliate or subsidiary of a business dominant in its field of operation?

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

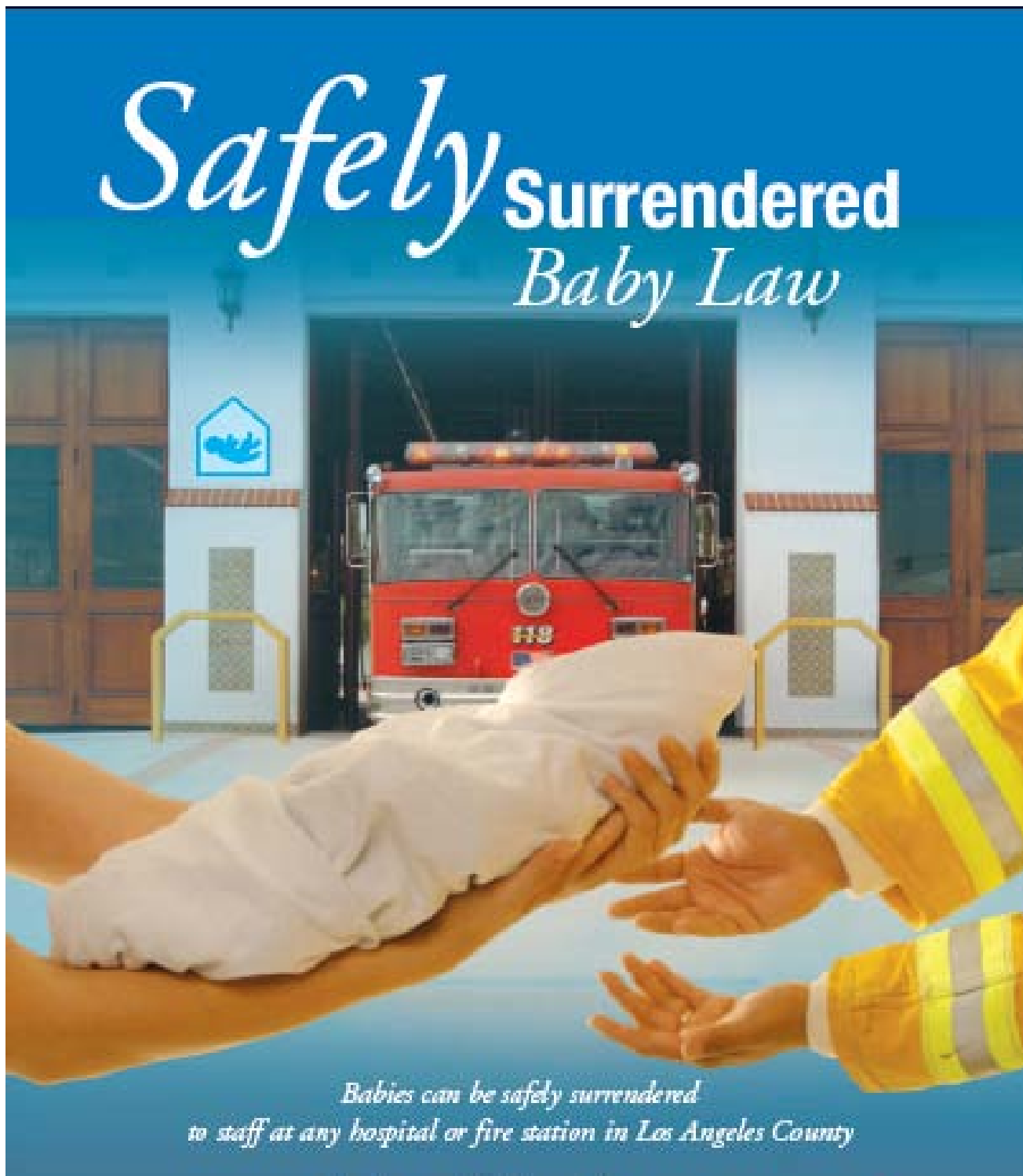
EXHIBIT I

SAFELY SURRENDERED BABY LAW

**Posters and Fact Sheets are available in English and Spanish
for Printing Purposes at the following Website:**

www.babysafela.org


Safely Surrendered *Baby Law*



*Babies can be safely surrendered
to staff at any hospital or fire station in Los Angeles County*

No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafeLA.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-8773

www.babysafe.lacounty.org

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4088.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the number placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the law. The aunt was also provided with a medical questionnaire and told she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Angeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-222-8723

www.babysafe.org



Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

En el Condado de Los Angeles: 1-877-646-7847 TAFÉ • 1-877-225-8723
www.babyfriendly.org

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no sea necesario suministrarle nombre ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los empleados utilizarán broches para poder localizarlos. El bebé llevará un broche y el padre/madre o el adulto que lo entregó recibirá un broche igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambian de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. En ese punto deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-5-40-4008.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, los 24 horas del día, los 7 días de la semana, siempre y cuando entregue a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregó al bebé que llene un cuestionario con la finalidad de saber inmediatamente medidas importantes, que resulten de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviado en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los empleados sociales inmediatamente situarán al bebé en un hogar seguro desde una hora acordada, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adultos hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden ir en cualquier momento.

¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, humillados o muertos por sus padres. Un(a) probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en botes públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber escuchado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder una tragedia en California.

Historia de un bebé

A la misma empresa del día 9 de abril de 2009, se entregó un recién nacido saludable a las enfermeras del Harbor UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. La entregaron a la tía un broche con un número que coincide con la pulsera del bebé; esto servirá como identificación en caso de que la madre cambie de opinión con respecto a la entrega del bebé y decida recuperarlo dentro del periodo de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre le llamará y lo enviará de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptar por el Departamento de Servicios para Niños y Familias.



CONFIDENTIALITY OF CORI INFORMATION

Criminal Offender Record Information (CORI) is that information which is recorded as the result of an arrest, detention or other initiation of criminal proceedings including any consequent proceedings related thereto. As an employee of _____ during the legitimate course of your duties, you may have access to CORI. The Probation Department has a policy of protecting the confidentiality of Criminal Offender Record Information.

You are required to protect the information contained in case files against disclosure to all individuals who do not have a right-to-know or a need-to-know this information.

The use of any information obtained from case files or other related sources of CORI to make contacts with probationers or their relatives, or to make CORI available to anyone who has no real and proper reason to have access to this information as determined solely by the Probation Department is considered a breach of confidentiality, inappropriate and unauthorized.

Any _____ employee engaging in such activities is in violation of the Probation Department's confidentiality policy and will be subject to appropriate disciplinary action and/or criminal action pursuant to Section 11142 of the Penal Code.

I have read and understand the Probation Department's policy concerning the confidentiality of CORI records.

(Signature)

Name (Print)

Title

Date

Copy to be forwarded to Probation Contract Manager within five (5) business days of start of employment.

PERFORMANCE REQUIREMENTS SUMMARY

This Performance Requirements Summary (PRS) Chart lists the required services which will be monitored by the COUNTY during the term of this contract; the required standard of performance; the maximum deviation from the Acceptable Quality Level Standards (AQLS) which can occur before damages can be assessed; the method of COUNTY surveillance; and the liquidated damages for not meeting the AQLS.

Quality Assurance

On an on-going basis, CONTRACTOR performance will be compared to the contract standards.

The Probation Department may use a variety of inspection methods to evaluate the CONTRACTOR'S performance. The methods of surveillance which may be used, but not limited to, are:

- User and/or Staff Complaints
- Random Inspections
- Random and/or Judgmental Samplings

Criteria for Acceptance and Unacceptable Performance

Performance of a required service is considered acceptable when it meets the AQLS as set forth in Appendix C, Technical Exhibit 1. When the performance does not meet this standard, the CONTRACTOR will be notified promptly of any performance variances identified.

When an instance of unacceptable performance comes to the attention of Probation personnel, a User Complaint Form (UCR) may be filled out and forwarded to the Quality Assurance Evaluator. The complaint will be investigated, if necessary, and may be brought to the attention of the CONTRACTOR.

The CONTRACTOR shall be required to explain, in writing, within ten (10) calendar days of date of notice when performance was unacceptable, how performance will be returned to acceptable levels, and how recurrence of the problem will be prevented. CONTRACTOR will pay COUNTY for liquidated damages as provided herein.

The assessment of monetary damages against the CONTRACTOR for unacceptable services shall be calculated as shown on the Performance Requirement Summary (PRS) Chart.

Liquidated Damages

Periodically, the CONTRACTOR'S performance will be evaluated comparing service (as stated in the Performance Work Statement) with the AQL'S, using the method of surveillance. If the CONTRACTOR'S performance falls below the AQLS, liquidated damages shall be paid by CONTRACTOR as set forth in Appendix C, Technical Exhibit 1.

The CONTRACTOR will be notified promptly of any performance variance identified.

Corrective Action

The CONTRACTOR shall be required to immediately correct those activities found by Probation to be unacceptably performed at no additional cost to COUNTY.

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REQUIRED SERVICES	PERFORMANCE INDICATOR	STANDARD	ACCEPTABLE QUALITY LEVEL (AQL)	METHOD OF SURVEILLANCE	DEDUCTIONS FOR EXCEEDING THE AQL
Clerical personnel available to provide/perform temporary services. (Exhibit A, SOW, 1.0)	Written records for ensuring compliance by Contractor	Staff available to provide clerical services during the hours of operation of the work location. Some locations are open 7 days per week, 24 hours per day.	5%	<ul style="list-style-type: none"> ▪ Random Inspections ▪ Random Samplings ▪ Information from Contractor Reports ▪ User complaint 	Up to \$50 per occurrence
Contractor shall provide staff with required skills. (Exhibit A, SOW, 2.1-2.3)	Written records for ensuring compliance by Contractor	40 net strokes per minute and/or operate voice reproducing machines to transcribe court reports and other materials dictated on tape, and/or operate electronic text-editing word processing equipment to produce typed copy. Work performed accurately and efficiently.	0%	<ul style="list-style-type: none"> ▪ Random Inspections ▪ Random Samplings ▪ Information from Contractor Reports 	Up to \$50 per per occurrence
Contractor shall provide personnel within the required timeframe. (Exhibit A, SOW, 2.4)	Written records for ensuring compliance by Contractor	Record of investigation of Contractor to ensure compliance.	4%	<ul style="list-style-type: none"> ▪ Random Inspections ▪ Random Samplings ▪ Information from Contractor Reports 	Up to \$50 per occurrence
Security (Exhibit A, SOW, 6.4)	Staff conduct and attitude	All security requirements adhered to.	0%	<ul style="list-style-type: none"> ▪ Random inspections ▪ User complaint 	Up to \$20 per occurrence
Unacceptable employees replaced promptly (Contract, 7.2.2., Exhibit A, SOW 2.7)	Personal Record Work Performance	Replace within 24 hours.	0%	<ul style="list-style-type: none"> ▪ User complaints ▪ Random inspections 	Up to \$50 per employee per occurrence
Appropriate authorization will be	County/Contractor Records	Adhere to County	4%	<ul style="list-style-type: none"> ▪ Random Inspections 	Up to \$50 per occurrence

REQUIRED SERVICES	PERFORMANCE INDICATOR	STANDARD	ACCEPTABLE QUALITY LEVEL (AQL)	METHOD OF SURVEILLANCE	DEDUCTIONS FOR EXCEEDING THE AQL
secured prior to awarding overtime. (Exhibit A, SOW, 2.5)		Requirements.		▪ Random Samplings	
Self Monitoring Report (Exhibit A, SOW, 3.0)	Completed monthly Reports	Adhere to County Requirements.	4%	▪ Random Inspections ▪ Random Samplings	Up to \$50 per occurrence
Employee Benefits (Contract, 8.22.2)	County/Contractor Records	Adhere to County Requirements.	0%	▪ Random Inspections ▪ Random Samplings	Up to \$100 per employee per occurrence
None of Contractor's employees shall have a criminal conviction or pending criminal trial unless record has been fully disclosed. (Exhibit A, SOW, 6.3.9.1)	County/Contractor Records	Adhere to County Requirements.	0%	▪ Random Inspections ▪ Random Samplings	Up to \$100 per employee per occurrence
Fingerprint Contractor's current employees and prospective employees prior to employment. (Exhibit A, SOW, 6.3.9.5)	County/Contractor Records	Adhere to County Requirements.	0%	▪ Random Inspections ▪ Random Samplings	Up to \$100 per employee per occurrence
Contractor shall reimburse County for record check. (Exhibit A, SOW, 6.3.9.6)	County/Contractor Records	Adhere to County Requirements.	0%	▪ Random Inspections ▪ Random Samplings	Up to \$100 per employee per occurrence
Bonding of Contractor's Employees (Exhibit A, SOW, 2.6)	Contractor Records	Adhere to County Requirements.	0%	▪ Random Inspections ▪ Random Samplings	Up to \$100 per employee per occurrence
Quality Control Plan (Exhibit A, SOW, 3.0)	Quality control Plan and Records of its implementation	Adhere to County Requirements.	0%	▪ Random Inspections ▪ Random Samplings	Up to \$100 per occurrence
Contractor in compliance with Standard Terms and Conditions. (Contract, 8.0)	County/Contractor Records	Adhere to County Requirements.	0%	▪ Random Inspections ▪ Random Samplings	Up to \$50 per occurrence
*AQL: MAXIMUM DEVIATION OF DEGREE FROM REQUIREMENT					

CONTRACT DISCREPANCY REPORT**TO:** _____**FROM:** _____**DATES:** **Prepared:** _____**Returned by Contractor:** _____**Action Completed:** _____**DISCREPANCY PROBLEMS:** _____

Signature of County Representative_____
Date**CONTRACTOR RESPONSE (Cause and Corrective Action):** _____

Signature of Contractor Representative_____
Date**COUNTY EVALUATION OF CONTRACTOR RESPONSE:** _____

Signature of County Representative_____
Date**COUNTY ACTIONS:** _____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

AGREEMENT
CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

Under this Agreement, Contractor ("Business Associate") provides services ("Services") to County ("Covered Entity") and Business Associate receives, has access to, or creates Protected Health Information in order to provide those Services. Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("the Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations Parts 160 and 164 ("together, the "Privacy and Security Regulations").

The Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place.

Therefore, the parties agree as follows:

1.0 DEFINITIONS

- 1.1 "Disclose" and "Disclosure" means, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.
- 1.2 "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission.
- 1.3 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

- 1.4 "Individual" means the person who is the subject of Protected Health Information, and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- 1.5 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 164.503, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information, whether oral or recorded in any form or medium, that (i) relates to the past, present, or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Health Information.
- 1.6 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.
- 1.7 "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.
- 1.8 "Services" has the same meaning as in the body of this Agreement.
- 1.9 "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations.
- 1.10 Terms used, but not otherwise defined, in this Paragraph shall have the same meaning as those terms in the HIPAA Regulations.

2.0 OBLIGATIONS OF BUSINESS ASSOCIATE

- 2.1 Permitted Uses and Disclosures of Protected Health Information. Business Associate:
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- (a) shall Use and Disclose Protected Health Information as necessary to perform the Services, and as provided in Sub-sections 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 of this Agreement;

- (b) shall Disclose Protected Health Information to Covered Entity upon request;
- (c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:
 - (i) Use Protected Health Information; and
 - (ii) Disclose Protected Health Information if the Disclosure is Required by Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose.

2.2 Adequate Safeguards for Protected Health Information. Business Associate:

- (a) shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Paragraph. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the minimum necessary in accordance with the Privacy Regulation's minimum necessary standard.
- (b) effective as of April 20, 2005, specifically as to Electronic Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information.

2.3 Reporting Non-Permitted Use or Disclosure and Security Incidents. Business Associate shall report to Covered Entity each Non-Permitted Use or Disclosure that is made by Business Associate, its employees, representatives, agents or subcontractors, but is not specifically permitted by this Agreement, and effective as of April 20, 2005, shall report to Covered Entity each Security Incident of which Business Associate becomes aware. The initial report shall be made by telephone call to the Covered Entity's HIPAA Privacy Officer within forty-eight (48) hours from the time the Business Associate becomes aware of the Non-Permitted Use or Disclosure or Security Incident, followed by a full written report no later than ten (10) business days from the date the Business Associate becomes aware of the non-permitted Use or Disclosure or Security Incident to the Chief Privacy Officer at:

Chief HIPAA Privacy Officer, County of Los Angeles
 Kenneth Hahn Hall of Administration
 500 West Temple St.
 Suite 410
 Los Angeles, CA 90012
 (213) 974-2164

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2.4 Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Paragraph.

2.5. Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to

the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

- 2.6 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity.
- 2.7 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.
- 2.8 Accounting of Disclosures. Business Associate agrees to maintain documentation of the information required to provide an accounting of Disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528, and to make this information available to Covered Entity upon Covered Entity's request, in order to allow Covered Entity to respond to an Individual's request for accounting of disclosures. However, Business Associate is not required to provide an accounting of Disclosures that are necessary to perform its Services if such Disclosures are for either payment or health care operations purposes, or both. Additionally, such accounting is limited to disclosures that were made in the six (6) years prior to the request (not including disclosures that were made prior to the compliance date of the Privacy Rule, April 14, 2003) and shall be provided for as long as Business Associate maintains the Protected Health Information.

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Any accounting provided by Business Associate under this Section 2.8 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Sub-section 2.8, Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Sub-section 2.8

to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

3.0 OBLIGATION OF COVERED ENTITY

- 3.1 Obligation of Covered Entity. Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

4.0 TERM AND TERMINATION

- 4.1 Term. The term of this Paragraph shall be the same as the term of this Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.

- 4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Agreement, upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

- (a) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity; or
- (b) Immediately terminate this Agreement if Business Associate has breached a material term of this Paragraph and cure is not possible; or
- (c) If either termination or cure are feasible, Covered Entity shall report the violation to the Secretary of the federal Department of Health and Human Services.

- 4.3 Disposition of Protected Health Information upon Termination or Expiration

- (a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or

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created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

- (b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make it infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

5.0 MISCELLANEOUS

- 5.1 No Third Party Beneficiaries. Nothing in this Paragraph shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 5.2 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Agreement.
- 5.3 Relationship to Agreement Provisions. In the event that a provision of this Paragraph is contrary to any other provision of this Agreement, the provision of this Paragraph shall control. Otherwise, this Paragraph shall be construed under, and in accordance, with the terms of the Agreement.
- 5.4 Regulatory References. A reference in this Paragraph to a section in the Privacy or Security Regulations means the section as in effect or as amended.
- 5.5 Interpretation. Any ambiguity in this Paragraph shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.
- 5.6 Amendment. The parties agree to take such action as is necessary to amend this Paragraph from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations.